

MILLER ISAR_{INC.}

REGULATORY CONSULTANTS

STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

RECEIVED
OCT 17 2003
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Via Overnight Delivery
October 16, 2003

Ms. Pam Bonrud, Executive Secretary
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

RE: Granite Telecommunications, LLC ("Company") - Application for a Certificate of Public Convenience and Necessity

Dear Ms. Bonrud:

Enclosed for filing please find an original and ten (10) copies of the Company's Application for a Certificate of Public Convenience and Necessity to provide facilities-based and resold local exchange and resold intrastate interexchange telecommunications services within the State of South Dakota and proposed tariff. Also enclosed is a check in the amount of \$250.00 to cover the cost of filing.

The Company has submitted as Exhibit C to the original application one (1) copy of the financial statements requested by South Dakota Public Utilities Commission ("Commission") rules in a sealed envelope, labeled "Confidential". The Company requests that the Commission treat the financials as confidential information, to be reviewed by Commission staff only in the performance of their governmental duties, not to be released to the public.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Questions regarding this filing may be directed to me via the telephone or facsimile number above, or by electronic mail at sklinzman@millerisar.com.

Sincerely,

MILLER ISAR, INC.



Stacey A. Klinzman
Director - Regulatory Compliance

Enclosures

cc: Geoff Cookman, Granite Telecommunications, LLC

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application)
of Granite Telecommunications, LLC)
for a Certificate of Authority to Provide)
Resold and Facilities-Based)
Local Exchange and Resold)
Intrastate Interexchange)
Services in the State of South Dakota.)

Docket No. _____

RECEIVED
OCT 17 2003
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

APPLICATION

Granite Telecommunications, LLC ("Applicant"), a privately-held limited liability company, organized under the laws of the State of Delaware, hereby applies for a Certificate of Authority to provide resold and facilities-based local exchange service and resold intrastate interexchange services within the State of South Dakota, pursuant to SDCL 49-31-3 and ARSD §§20:10:24:02 and 20:10:32:03. In support of its Application, Applicant provides the following information:

(1) GENERAL INFORMATION

Applicant's name, address, telephone number facsimile number, E-mail address and business type is as follows:

Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847-5500
E-mail: custserv@granitenet.com

Tax ID No.: 04-3643290.

Granite will not maintain an office in South Dakota.

Granite will provide service under the name Granite Telecommunications, LLC.

Applicant has no affiliates or subsidiaries.

(1) GENERAL INFORMATION, Continued:

Granite is a privately held limited liability company formed under the laws of the State of Delaware on April 1, 2002. A copy of Applicant's Certificate of Formation is attached as **Exhibit A** to this Application. Applicant is authorized to conduct business in South Dakota as a foreign entity. A copy of Applicant's certificate from the South Dakota Secretary of State is attached hereto as **Exhibit B**.

The name and address Applicant's registered agent in South Dakota is:

National Registered Agents, Inc.
300 South Phillips Avenue, Suite 300
Sioux Falls, South Dakota 57104-6322

(2) OWNERSHIP INFORMATION

The names, business addresses and ownership interests of each of Applicant's Members are as follows:

Name	Address	Ownership Interest
Mr. Robert T. Hale, Sr.	234 Copeland Street Quincy, Massachusetts 02169	40%
Mr. Robert T. Hale, Jr.	234 Copeland Street Quincy, Massachusetts 02169	40%
Granitel, Incorporated	234 Copeland Street Quincy, Massachusetts 02169	17.5%
Mr. Rand Currier	234 Copeland Street Quincy, Massachusetts 02169	2.5%

(3) CONTACT INFORMATION

Correspondence and communications regarding this Application may be directed to

Applicant's regulatory consultants:

Stacey A. Klinzman
Director – Regulatory Compliance
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474
E-Mail: sklinzman@millerisar.com

Correspondence and communications regarding customer complaints may be directed

to:

Mr. Paul Stutzman
Customer Service Manager
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847-1500 or toll-free 866-847-5500
Facsimile: 617.847.0931
E-mail: pstutzman@granitenet.com

Correspondence and communications concerning on-going regulatory matters may be

directed to

Mr. Geoffrey Cookman
Director – Carrier Relations and Regulatory Compliance
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847-1500 or toll-free 866-847-5500
Facsimile: 617.847.0931
E-mail: gcookman@granitenet.com

(4) PROPOSED SERVICES

Applicant proposes to provide resold and facilities-based local exchange services and resold interexchange services in South Dakota. Applicant intends to lease or purchase Unbundled Network Elements Platform (“UNE-P”) from Qwest Communications Corporation for purposes of local exchange service provision. Applicant proposes to provide all forms of local exchange services, including but not limited to basic local exchange service, vertical services and CLASS services. Applicant proposes to provide resold switched and dedicated “One Plus,” Toll-Free and travel card interexchange services state-wide.

Applicant is prepared to begin providing interexchange services upon Commission approval of this Application, and to begin providing local exchange services upon the Commission’s approval of this Application, Applicant’s Interconnection Agreement, and upon the filing of Applicant’s approved local exchange tariff.

(5) GEOGRAPHIC AREAS OF SERVICE

Applicant intends to provide local exchange service in the service area currently served by Qwest Communications Corporation and to provide interexchange services throughout the State of South Dakota.

(6) FINANCIAL STATUS

Applicant’s Year End 2002 Balance Sheet, Income Statement and Cash Flow Statement are attached hereto as **Exhibit C**. Also provided under seal are Applicant’s income statement and balance sheet for the period ending June 30, 2003. Applicant respectfully requests confidential treatment of its financial information and has filed this information under seal, accordingly. Applicant does not issue annual reports as it is not a publicly traded company.

(7) TARIFF

Applicant's proposed, combined Local Exchange and Interexchange tariff, including the terms, and conditions rates and charges for service, is attached as **Exhibit D** to this Application. Applicant expects to serve less than fifty-thousand local exchange subscribers in the State of South Dakota. Thus, no cost support information for its rates is submitted herewith.

(8) CUSTOMER SERVICE AND BILLING

Applicant will bill customers directly for service.

Applicant handles customer service issues as follows: Upon contacting Applicant by telephone, the Customer's first contact is with Applicant's Customer Service personnel who are available twenty-four (24) hours per day to assist customers. Customer Service will review the customer's complaint or issue and attempt to resolve the problem to the Customer's satisfaction. If the Customer is not satisfied with the resolution, the Customer is connected with Granite's Customer Service Manager, Mr. Paul Stutzman. The Customer is informed that he/she may contact the South Dakota Public Utilities Commission at any time for assistance in resolving issues regarding telecommunications service.

Customer complaints may also be submitted in writing to Applicant's Customer Service Department at 234 Copeland Street, Quincy, Massachusetts 02169. Applicant endeavors to contact the Customer within one week of receipt of a written complaint and conduct its investigation as quickly as possible thereafter. Customers who are not satisfied with Applicant's suggested resolution may be directed to the Customer Service Manager, as set forth above, and are informed of their right to contact the Commission if they remain

dissatisfied with Applicant's suggested resolution of the Customer's complaint.

Additional details regarding Applicant's customer complaint resolution process may be found in Applicant's tariff.

(9) MARKETING PLAN

Applicant plans to market its services through both inside sales staff and independent agents, using a variety of channels, including direct marketing, advertising, and the Internet. Applicant will not engage in multi-level marketing. When working with independent sales agents, Applicant oversees their operations and assumes full responsibility for their actions. Applicant does not have sales brochures. For additional information provided to prospective customers, please see Applicant's web site at www.granitenet.com.

(10) POLICY REGARDING SOLICITATION OF NEW CUSTOMERS

Applicant relies exclusively on signed Letters of Authorization to verify customer subscription to its services. In an instance where a customer claims that it did not subscribe to the Company's services, Applicant's Customer Service staff have access to the Letters of Authorization and fax the customer signed Letter of Authorization to the complaining customer. Applicant's staff who are found to have switched a customer to Applicant's services without being authorized to do so are disciplined and undergo a review of customer solicitation procedures on the first instance. Personnel having repeated instances of unauthorized customer switching may be terminated from employment.

(11) TECHNICAL AND MANAGERIAL ABILITY TO PROVIDE SERVICE

As a resale or UNE-P based provider of local exchange and interexchange telecommunications services, Applicant is dependent on the technical expertise of its underlying carrier or the LEC providing UNE-P for resolution of technical difficulties in the network. Upon receipt of Customer notification of technical difficulties, Applicant's Customer Service personnel contact the underlying carrier to report the difficulty and then follow-up with both the underlying carrier and the Customer to ensure that repairs have been made.

Applicant's senior management staff is comprised of seasoned industry professionals with decades of telecommunications industry experience. These professionals have developed expertise through their-long standing work in building a local and interexchange telecommunications service provider into a major company that at its peak generated more than \$200M in revenues. Applicant's professional staff maintains the necessary experience to effectively manage the Company's operations. Biographies of Applicant's senior management personnel, emphasizing industry experience, are attached as **Exhibit E** to this Application.

(12) CURRENT SERVICE PROVISION

Applicant has applied for and has been granted authority to provide resold and facilities-based local exchange service and resale interexchange service in the following states: Alabama, Delaware, Florida, Georgia, Kentucky, Louisiana, Massachusetts, Maine, Maryland, Mississippi, Montana, North Carolina, New Hampshire, New Jersey, New York, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Vermont, West Virginia and Wisconsin. Applicant is authorized to provide interexchange service in Michigan, but its local application is pending. Applicant intends to initiate applications for local exchange and interexchange service authority

in all states except Alaska. As of the time of the execution of this application, Applicant has not been denied certification or registration in any state. Applicant is in good standing with the regulatory agencies of the states where it is registered or certificated to provide service.

(13) COMPLAINTS

To date, Applicant has had no complaints filed against it by any state or federal commission regarding the unauthorized switching of customer's telecommunications provider or the act of charging a customer for services that have not been ordered.

(14) WAIVERS

Applicant requests waivers of regulations regularly granted to competitive carriers by the Commission, including but not limited to waivers of any requirements that Applicant keep its books and records in the State of South Dakota or keep its accounts according to USOA. Applicant will keep its books and records at its head office, located in Quincy, Massachusetts and make such records available to the Commission upon request. Applicant keeps its accounts in accordance with Generally Accepted Accounting Principles. In addition, Applicant requests waivers of any requirement to publish a telephone directory. Applicant will ensure that its customer information is published in the telephone directory published by the appropriate Incumbent Local Exchange Carrier.

(15) ADDITIONAL INFORMATION

Applicant submits the following reasons in support of its belief that the public interest will be served by the approval of this Application:

(1) Applicant's proposed intrastate services are developed to serve the local and long distance needs of customers who cannot otherwise realize similar cost savings through

major carriers.

(2) While providing its customers with cost advantages realized by the resale of communications facilities, Applicant's service will necessarily utilize existing carrier communications facilities more efficiently through increased usage and provide greater revenues for local exchange carriers by way of additional access purchase through other carriers.

(3) Commission approval of this Application will bring the following long-term benefits to the public:

- (a) greater value to customers through lower priced, better quality services;
- (b) innovative telecommunications services;
- (c) increased consumer choice in telecommunications service and alternative billing options;
- (d) efficient use of existing telecommunications resources as well as increased diversification and reliability in the supply of telecommunications services;
- (e) an additional tax revenue source for the State of South Dakota; and
- (f) additional access revenues to local exchange providers.

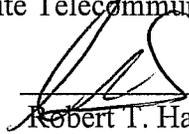
(Signature Next Page)

WHEREFORE, Granite Telecommunications, LLC respectfully requests the South Dakota Public Utilities Commission grant it a Certificate of Public Convenience and Necessity authorizing the provision of competitive resold and facilities-based local exchange and resold interexchange services within the State of South Dakota.

Respectfully submitted this 16 day of September, 2003.

Granite Telecommunications, LLC

By:



Robert T. Hale, Jr., Member/President
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

Miller Isar, Inc.
7901 Skansie Ave., Suite 240
Gig Harbor, Washington 98335
(253) 851-6700

Applicant's Regulatory Consultants

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application)
of Granite Telecommunications, LLC)
for a Certificate of Authority to Provide)
Resold and Facilities-Based) Docket No. _____
Local Exchange and Resold)
Intrastate Interexchange)
Services in the State of South Dakota.)

LIST OF EXHIBITS

EXHIBIT A	CERTIFICATE OF FORMATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	FINANCIAL INFORMATION
EXHIBIT D	COMBINED LOCAL/IXC TARIFF
EXHIBIT E	MANAGEMENT BIOGRAPHIES

EXHIBIT A

CERTIFICATE OF FORMATION
(Attached)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GRANITE TELECOMMUNICATIONS, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

5-02-202 1:03AM FROM

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/01/2002
020210189 - 3509271

STATE of DELAWARE LIMITED LIABILITY COMPANY CERTIFICATE of FORMATION

• First: The name of the limited liability company is GRANITE TELECOMMUNICATIONS, LLC

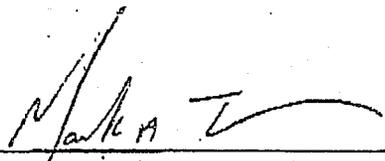
• Second: The address of its registered office in the State of Delaware is _____
101 North Fairfield Drive in the City of Dover

The name of its Registered agent at such address is _____
Corporate Systems Inc.

• Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) "The business on which the limited liability company is to dissolve is _____"

• Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of
GRANITE TELECOMMUNICATIONS, LLC this 1st day of April, 2002

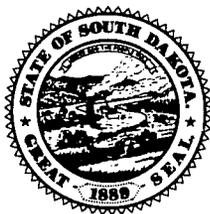
BY: 
Authorized Person(s)

NAME: Mark A. Tanner
Type or Print

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL001736

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **GRANITE TELECOMMUNICATIONS, LLC (DE)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application for certificate of authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 25, 2003.



Chris Nelson
Chris Nelson
Secretary of State

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
(605)773-4845
FAX (605)773-4550

CERTIFICATE OF AUTHORITY APPLICATION OF A FOREIGN LIMITED LIABILITY COMPANY

FILED

SEP 25 '03

S.D. SEC. of STATE

1. The name of the foreign Limited Liability Company is: Granite Telecommunications, LLC

2. The name of the state or country under whose law it is organized is: Delaware

3. The street address of its principal office is: 234 Copeland Street, Quincy, MA 02169

4. The address of its initial designated office in South Dakota is: 300 S. Phillips Ave Ste 300
Sioux Falls SD 57104

5. The name and street address of its initial agent for service of process in South Dakota is: National Registered Agents, Inc.
300 South Phillips Avenue, Suite 300
Sioux Falls, SD 57104-6322

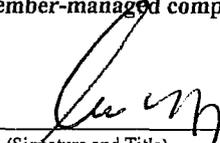
6. The date of organization is: April 1, 2002, and the period of duration is: perpetual

7. If the company is manager-managed, rather than member-managed, the name and address of each initial manager:

8. Whether one or more of the members of the company are to be liable for its debts and obligations under a provision similar to SDCL 47-34A-303 (c).

The application must be signed by a member if the company is a member-managed company or by a manager if its a manager-managed company.

Date: July 31 2003


(Signature and Title)
Robert T. Hale, Jr., Member

FILING INSTRUCTIONS:

- The application for authority must be accompanied by the first Annual Report.
- One original and one exact or conformed copy must be submitted.
- The application must be accompanied by an original, currently dated *Certificate of Good Standing* or *Existence* from the Secretary of State in the state where it is organized.

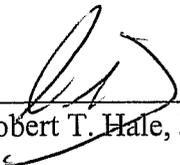
CONFIDENTIAL

#1

VERIFICATION OF FINANCIAL STATEMENTS

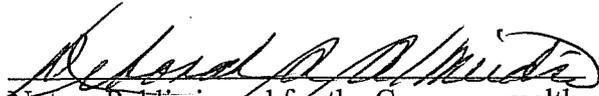
COMMONWEALTH OF MASSACHUSETTS)
)
) ss.
COUNTY OF NORFOLK)

I, Robert T. Hale, Jr., being first duly sworn and deposed, state that I am a Member of Granite Telecommunications, LLC, and that, under penalty of perjury under the laws of the Commonwealth of Massachusetts, the attached Financial Statements are accurate and true.



Robert T. Hale, Jr.

Subscribed and sworn to before me this 16th day of Sept 2003.


Notary Public in and for the Commonwealth
of Massachusetts residing at: _____
Boston, Mass

My Commissions Expires: Nov 27, 08.

EXHIBIT D

**COMBINED LOCAL AND IXC TARIFF
(Attached)**

TARIFF SCHEDULE APPLICABLE TO
LOCAL EXCHANGE AND INTRALATA TOLL SERVICES
AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF SOUTH DAKOTA

BY

GRANITE TELECOMMUNICATIONS, LLC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of local exchange and interexchange telecommunications services provided by Granite Telecommunications, LLC ("Company") within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business: 234 Copeland Street, Quincy, Massachusetts 02169.

Issued: October 17, 2003

Effective Date:

Issued By:

Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

CHECK SHEET

The Title Sheet and Sheets 1 through 90 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

SHEET NO.	SHEET VERSION	SHEET NO.	SHEET VERSION
Title	Original		
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
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17	Original	47	Original
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28	Original	58	Original
29	Original	59	Original
30	Original	60	Original

 Issued: October 17, 2003

Effective Date:

Issued By:

Robert T. Hale, Jr.
 President
 234 Copeland Street
 Quincy, Massachusetts 02169

CHECK SHEET, Continued

SHEET NO.	SHEET VERSION	SHEET NO.	SHEET VERSION
Title	Original		
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Issued: October 17, 2003

Effective Date:

Issued By:

Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

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Effective Date:

Issued By:

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President
234 Copeland Street
Quincy, Massachusetts 02169

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Robert T. Hale, Jr.
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234 Copeland Street
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Effective Date:

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President
234 Copeland Street
Quincy, Massachusetts 02169

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted** or **discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

Issued: October 17, 2003

Issued By:

Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

Effective Date:

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of South Dakota.

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**Agency**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing (“AR”)

Allows E911 calls to be routed to a designated alternate location if: (1) all E911 exchange lines to the primary PSAP (See definition of PSAP below.) are busy; or (2) the primary PSAP closes down for a period (night service).

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Location Identification (“ALI”)

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification (“ANI”)

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**Called Station**

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Channel

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Channel Conversion

The termination of 1.544. Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

Channel Service Unit ("CSU")

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

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234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Commission

South Dakota Public Service Commission

Communications Systems

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

Company

Granite Telecommunications, LLC (“Granite”)

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment (“CPE”)

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, or other communication system.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Debit Card

A valid bank or financial organization card, representing both an account from which the costs of products and services purchased by the card holder may be charged.

Dedicated Access

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Default Routing ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point

The physical dividing point between the Company's network and the Customer.

Digital

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Direct Inward Dial (“DID”)

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial (“DOD”)

A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency (“DTMF”)

The pulse type employed by tone dial station sets (touch tone).

Emergency Service Number (“ESN”)

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

E911 Customer

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

E911 Service Area

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

Error

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line

A central office line furnished for direct or indirect access to the exchange system.

Exchange Service

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Interface

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interoffice Mileage

The segment of a line which extends between the central offices serving the originating and terminating points.

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

Link

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Leased Channel

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

Local Call

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Service

Telephone exchange service within a local calling area.

Message Rate Service

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multi-Frequency ("MF")

An inter-machine pulse-type used for signaling between telephone company switches.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Multiline Hunt

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

Network Control Signaling Unit

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

Node

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

Port

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

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President
234 Copeland Street
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**Public Safety Answering Point (“PSAP”)**

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Rate Center

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Referral Periods

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without “adding value”) for profit.

Same Premises

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Selective Routing (“SR”)

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

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President
234 Copeland Street
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Serving Central Office

The central office from which local service is furnished.

Sharing

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

Station

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Subscriber:

See "Customer" definition.

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Two Way

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of South Dakota.
- 2.1.2. Company offers resold and facilities-based telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS, Continued**

- 2.2.6. The Company reserves the right to refuse an application for service for the following reasons, consistent with Commission rules and regulations:
- A. An applicant is indebted to the same telecommunications company for past bills incurred and refuses to liquidate the debt;
 - B. An applicant refuses to pay a reasonable deposit, advance payment, or installation charge;
 - C. An applicant, although not personally liable to the Company, is attempting to return service to an indebted household and no attempts are forthcoming to liquidate the debt of that household;
 - D. An applicant is unwilling to provide correct information about any of the following:
 - 1. Past telecommunications service;
 - 2. Previous employment; or
 - 3. Previous address.
 - E. An applicant is in violation of governmental or Company rules concerning evasion of payment, use of service for unlawful purposes, annoyance of other patrons, or interference with or destruction of service facilities;
 - F. An applicant refuses to pay undisputed telecommunications charges owed to an interstate carrier, except for pay-per-call services, for whom a telecommunications company is acting as a billing agent; or
 - G. An applicant fails to provide reasonable and legal means of identification

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the result of the Company's negligence.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to South Dakota law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.10. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.11. With respect to Emergency Number 911 Service

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals to Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.3. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.10. INSTALLATION SERVICE**

The Company will comply with Commission regulations for installation of service.

2.11. ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.12. PAYMENTS AND BILLING

2.12.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.

2.12.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used. It is contemplated that payment be done electronically, with payment made by means of the Customer's credit card, debit card, or other similar mechanism approved by the Company. In the sole discretion of the Company, payments may be made by check.

2.12.3. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge of \$10.00.

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. PAYMENTS AND BILLING, Continued**

- 2.12.4. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Bills not paid within twenty-one (21) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment charge will be applied to all amounts previously billed under this tariff, excluding one (1) month's local service charge, but including arrears and unpaid late payment charges.
- A. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- B. Late payment charges do not apply to final accounts.
- 2.12.5. The Company will provide interest on Customer overpayments that are not refunded within thirty (30) days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable late payment charge.
- 2.12.6. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

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President
234 Copeland Street
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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. PAYMENTS AND BILLING, Continued**

- 2.12.7. If objection is not received by the Company within three (3) months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company.
- 2.12.8. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two (2) months after the bill is rendered.
- 2.12.9. Customers may contact the company for resolution of billing disputes by telephone to the Company's Customer Service Department at 866-847-5500 or in writing addressed to 234 Copeland Street, Quincy, Massachusetts. Customer service representatives are available to address inquiries twenty four (24) hours per day.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.12. PAYMENTS AND BILLING, Continued

2.12.10. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the South Dakota Public Service Commission for its investigation and decision.

The address and telephone number of the Commission are:

South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Telephone: (800) 332-1782
TTY (800) 877-1113

SECTION 2 - RULES AND REGULATIONS, Continued**2.13. CANCELLATION BY CUSTOMER**

- 2.13.1. Customer may cancel local service by providing oral or written notice to Company thirty (30) days prior to cancellation. Customer may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.13.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.13.3. Any cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.14. CANCELLATION BY COMPANY**

- 2.14.1. Company may disconnect the service of a Customer for the following reasons as prescribed in Commission regulations:
- A. Nonpayment of past-due bills. Before disconnecting the Customer the Company will notify the Customer as set forth below;
 - B. Violation of governmental or Company rules set forth in Commission rules § 20:10:09:03(5). Before disconnecting the Customer, the Company will inform the Customer of the violation by telephone or by mail;
 - C. Failure to comply with an agreement to liquidate a continuing debt as described in subdivision Commission rules §20:10:10:03(4). Before disconnecting the Customer, the Company will attempt to inform the Customer of its intent to disconnect by telephone or mail;
 - D. Failure to pay an increased deposit as described in § 20:10:08:03 of the Commission's rules. Before disconnecting the Customer, the Company will attempt to inform the subscriber of its intent to disconnect by telephone or mail;
 - E. Failure to pay an undisputed bill for telecommunications charges owed to an interstate carrier, except for pay-per-call charges, for whom a telecommunications company is acting as a billing agent. Before disconnecting the subscriber, the company must comply with the requirements of § 20:10:10:03.

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President
234 Copeland Street
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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. CANCELLATION BY COMPANY, Continued**

- 2.14.2. The Company may disconnect a Customer for nonpayment of a past-due bill according to the following conditions as set forth in Commission rules:
- A. The Customer is liable by contract for the class and place of service which is about to be disconnected and for which payment is past due;
 - B. The Customer has received a payment period of not less than 15 days from billing transmittal to due date and an additional payment period of not less than 5 days during which the particular bill has been owing or a shorter payment period if the subscriber has been placed on an early payments list in accordance with the provisions of chapter 20:10:08 of the Commission's rules. The requirement for the payment period is waived in cases of Customer fraud or illegal use or it is clear that the Customer is preparing to leave without paying a past-due bill;
 - C. The subscriber has received written notice of the Company's intention to disconnect, which the Company has either mailed or delivered to the address to which bills are customarily sent or the address where the service is provided. In the case of a Customer's first disconnection, the Company will provide notice by telephone, certificate of mailing, or visit.
 - D. The Customer, especially if the Customer claims inability to pay or extenuating circumstances, is unwilling to enter into an agreement with the Company to begin liquidating the debt; and
 - E. There is no bona fide and just dispute surrounding the bill. A dispute is not considered bona fide and just if a Customer does not pay the undisputed portion of a bill and does not, within 10 days after notice of the Customer's right to do so, contact the Commission about the unresolved dispute.

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President
234 Copeland Street
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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. CANCELLATION BY COMPANY, Continued**

- 2.14.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.
- 2.14.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.15. AUTOMATIC NUMBER IDENTIFICATION TERMS AND CONDITIONS

The Company may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 2.15.1. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance and completion of a telephone subscriber's original call or transaction.
- 2.15.2. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.15.3. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.15. AUTOMATIC NUMBER IDENTIFICATION TERMS AND CONDITIONS,
Continued**

- 2.15.4. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Section 2.15.1., unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 2.15.5. The Company will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 2.15.6. Violations of any of the foregoing terms and conditions by any ANI recipient, other than a telephone corporation, shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the telephone corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determined that there have been three (3) or more separate violations in a twenty-four (24) month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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President
234 Copeland Street
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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. INTERCONNECTION**

- 2.16.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system or that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.16.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.16.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.17. ADVANCE PAYMENTS AND DEPOSITS**

- 2.17.1. The Company reserves the right to examine the credit record of all service applicants and require a service deposit when determined to be necessary to assure future payment. Security Deposits required will be equal to not more than 2 months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations.

The Company will inform Customers of the option of receiving toll-restricted service in lieu of paying a deposit. If the Customer chooses toll-restricted service and pays bills for service for 12 consecutive months without having service disconnected for nonpayment and without receiving three or more disconnection notices, the Company will offer the Company full service.

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President
234 Copeland Street
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SECTION 2 - RULES AND REGULATIONS, Continued

2.18. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.18.1 Application of Rates

- A. Business rates as described in Section 3 apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
or
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location; or
 3. At any location when the listing or public advertising indicates a business or a profession; or
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls; or
 5. At any location where the Customer resells or shares exchange service.
- B. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued**2.18. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS,
Continued****2.18.2. Telephone Number Changes**

- A. When a business Customer requests a telephone number change, the referral period for the disconnected number is one-hundred-eighty (180) days.
- B. The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- D. Deposits will be returned to a business Customer according to applicable Commission rules. If the Customer is delinquent in payment, the Company will retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.18.3. Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 2 - RULES AND REGULATIONS, Continued**2.19. ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS****2.19.1. Back-billing for Residential Customers**

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six (6) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for charges billed in excess of six (6) months after the service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the back-billing period.

2.20. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.21 TIME OF DAY RATE PERIODS – LOCAL EXCHANGE SERVICE

2.21.1 Peak and Off-Peak rate periods.

- A. Peak rates apply Monday - Friday, 9:00 AM - 8:59 PM
- B. Off-Peak rates apply at all other times, including the five recognized holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas

2.21.2 Time of Day Rate Periods

DAY:	From 8:00 AM to 4:59 PM Monday – Friday
EVENING	From 5:00 PM to 10:59 PM Monday – Friday and Sunday
NIGHT/WEEKEND	From 11:00 PM to 7:59 AM Everyday From 8:00 AM to 10:59 PM Saturday From 8:00 AM to 4:59 PM Sunday

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 - DESCRIPTION OF LOCAL EXCHANGE SERVICE**3.1. DISCOUNTS**

For purposes of packaging services, the Company may offer discounts from the rates set forth in this tariff on an individual case basis. The amount, type and duration of any discounts may vary by Customer. In no event are rates charged to any Customer higher than the rates set forth in this tariff.

3.2. CONNECTION CHARGE**3.2.1. General**

The Connection Charge is a nonrecurring charge which applies to the following:

- A. The installation of a new service;
- B. The transfer of an existing service to a different location;
- C. A change from one class of service to another at the same or a different location; or
- D. Restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.2.2. Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within ninety (90) days after any general rate increase, if a lower grade of service is offered in the Customer's exchange.
- B. No charge applies for one (1) change in the class of residence service, provided that the change is ordered within ninety (90) days of the initial connection of the Customer's exchange service.
- C. The Company may, from time to time, waive or reduce the charge as part of a promotion.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.3. PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE**

The Customer will incur a charge each time there is a change in the long distance carrier associated with the Customer's line after the initial installation of service.

3.4. SUPPLEMENTAL SERVICES**3.4.1. Custom Calling Services****A. General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

B. Description of Features**1. Three Way Calling**

The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group.

2. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.4. SUPPLEMENTAL SERVICES, Continued****3.4.1. Custom Calling Service, Continued****B. Description of Features, Continued****2. Call Forwarding, Continued**

- (a) Call Forwarding - Busy automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.
- (b) Call Forwarding - Don't Answer automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.
- (c) Call Forwarding - Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

3. Call Waiting

Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers.

4. Distinctive Alert

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two (2) additional telephone numbers.

5. Regular Multi-line Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multi-line group.

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.4. SUPPLEMENTAL SERVICES, Continued****3.4.1. Custom Calling Service, Continued****B. Description of Features, Continued****6. Speed Calling**

This feature allows a user to dial selected numbers using one or two (2) digits. Up to eight (8) numbers (single digit, or thirty (30) numbers with two (2) digits) can be selected.

7. Caller ID

The Call ID feature allows a Customer to see a caller's name and/or number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call - including calls that are not answered by the customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

8. Continuous Redial

The Continuous Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to thirty (30) minutes until both lines are found free and then redials the call for the Customer.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.4. SUPPLEMENTAL SERVICES, Continued****3.4.1. Custom Calling Service, Continued****B. Description of Features, Continued****8. Continuous Redial, Continued**

The Continuous Redial feature also allows Customers, having reached a busy number, to dial a code before hanging up. The Continuous Redial feature then continues to try the busy number for up to thirty (30) minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Continuously Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

9. Last Call Return

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a Customer's number. This allows a Customer to dial back any missed or unanswered telephone calls.

10. Call Trace

Call Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the Customer can use this application to combat nuisance calls.

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued
3.4. SUPPLEMENTAL SERVICES, Continued

3.4.2. Packaged Services

A. *CUSTOMCHOICE*

CUSTOMCHOICE is a package of features available to residential and business customers in conjunction with the additional or individual flat rate access line. The features included are dependent on the type of service.

<u>Service/Feature</u>	<u>Business</u>	<u>Residential</u>
-Speed Calling		
8 Number List	X	X
30 Number List	X	X
-Three Way Calling	X	X
-Call Forwarding – Variable	X	X
-Call Forwarding – Busy Line Expanded	X	
-Call Forwarding – Busy Line External	X	
-Call Forwarding – Busy Line Overflow	X	X
-Call Forwarding – Busy Line Programmable	X	X
-Call Forwarding – Don't Answer	X	X
-Call Forwarding – Don't Answer Expanded	X	X
-Call Forwarding – Don't Answer Programmable	X	X
-Call Forwarding – Busy Line External/DA	X	
-Call Rejection		X
-Call Waiting	X	X
-Call Waiting ID	X	X
-Caller ID (Name and Number)	X	X
-Call Transfer		X
-Continuous Redial	X	X
-Custom Ringing	X	X
-Last Call Return	X	X
-Hunting		X
-Message Waiting Indication	X	X
-Priority Call	X	X
-Selective Call Forwarding	X	X

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 President
 234 Copeland Street
 Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.4. SUPPLEMENTAL SERVICES, Continued****3.4.2. Packaged Services****B. *VALUECHOICE***

VALUECHOICE is a package of features available to residential customers in conjunction with the additional or individual flat rate access line. Residential customers subscribing to the package are entitled to unlimited use of the services/features specified below:

Service/Feature

- Anonymous Call Rejection
- Call Forwarding-Variable
- Continuous Redial
- Last Call Return
- Priority Call
- Three Way Calling

C. *SMARTSET*

SMARTSET is a package of features available to business customers. *SMARTSET* Feature Packages offer the customer a choice of subscribing to either the *SMARTSET* or *SMARTSET PLUS* Package as described below.

Service/Feature**(1) *SMARTSET* Package**

- Call Waiting (includes Call Waiting ID)
- Caller ID Name and Number
- Call Forwarding Variable

(2) *SMARTSET PLUS* Package

- Call Waiting (includes Call Waiting ID)
- Caller ID Name and Number
- Call Forwarding Busy Line/Don't Answer Expanded

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued

3.4. SUPPLEMENTAL SERVICES, Continued

3.4.3. Directory Assistance Service

A. General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

B. Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

1. Calls from coin telephones, including COCOTS.
2. Requests for telephone numbers of non-published service.
3. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.

3.4.4. Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person) or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.5. BUSINESS NETWORK SWITCHED SERVICES**

3.5.1. General

Business Network Switched Service enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance;
- D. access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- E. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

3.5.2. Service Descriptions

The following Business Access Service Option is offered:

Basic Business Line Service

Basic Business Line Service is offered with flat rate or measured rate local service, at the option of the Customer.

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President
234 Copeland Street
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SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.5. BUSINESS NETWORK SWITCHED SERVICES, Continued****3.5.2. Service Descriptions, Continued**

Business Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, key systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

A. Basic Business Line Service**1. General**

Basic Business Line Service provides a Customer with a one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

An optional feature, Stand-By Line, allows customers to place and receive overflow calls while their regular lines/trunks are occupied. A monthly fee applies for each arrangement, as well as a fixed charge for each minute of incoming and/or outgoing usage diverted to the Stand-By Line.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.5. BUSINESS NETWORK SWITCHED SERVICES, Continued****3.5.2. Service Descriptions, Continued****A. Basic Business Line Service, Continued****2. Flat Rate Basic Business Line Service****(a) Description**

Service to points within the local calling area is included in the charge for Flat Rate Service.

3. Value Pac (Measured Rate) Basic Business Line Service**(a) Description**

Value Pac (measured service). The latter includes a monthly usage allowance of \$5.00 per line/trunk. This plan also features an incremental discount of 30 percent on usage charges that exceed \$20.00 per line/trunk. Value Pac is subject to Peak and Off-Peak rate periods. The Peak rates apply Monday - Friday, 9:00 AM - 8:59 PM; the Off-Peak rates apply at all other times, including the six recognized holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued

3.6. RESIDENTIAL NETWORK SWITCHED SERVICES

3.6.1. Residential Network Switched Service enables a residential Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company’s local calling service;
- C. access the Company’s operators and business office for service related assistance;
- D. access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- E. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider’s Carrier Identification Code (10XXX).

Residential Network Switched Service is provided via one or more channels terminated at the Customer’s premises. Each Residential Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

3.6.2. Residential Service Description

The following Residential Access Service Options are offered:

- Residential Flat Rate Service
- Residential Measured Rate Service

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.6. RESIDENTIAL NETWORK SWITCHED SERVICES, Continued****3.6.2. Residential Service Descriptions, Continued**

All Residential Network Switched Services may be connected to Customer-provided terminal equipment such as station sets, key systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

A. Residential Flat Rate Service**1. General**

Flat Rate Service provides a Customer with a single analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Flat Rate Service lines are provided for connection to a single, Customer-provided station set or facsimile machine.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.6. RESIDENTIAL NETWORK SWITCHED SERVICES, Continued****3.6.2. Service Descriptions, Continued****B. Measured Rate Service****1. General**

Residential Message Rate Service provides a Customer with a single analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on a per minute of usage basis. Measured Rate Service lines are provided for connection to a single, Customer-provided station set or facsimile machine. Customers may choose from four different usage packages: Budget Pac, which includes a monthly usage allowance of \$2.50 per line; or a package of three (Measured 3 Hour), six (Measured 6 Hour) or nine hours (Measured 9 Hour).

The Budget Pac option includes an incremental discount of 30 percent on usage charges that exceed \$20.00 per line. In addition, the Budget Pac option is subject to Peak and Off-Peak rate periods. The Peak rates apply Monday - Friday, 9:00 AM - 8:59 PM; the Off-Peak rates apply at all other times, including the six recognized holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. In contrast, the hourly usage packages have a uniform rate, regardless of distance or time-of-day, for calls that exceed the usage allowance.

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 – DESCRIPTION OF LOCAL EXCHANGE SERVICE, Continued**3.7. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE**

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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President
234 Copeland Street
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SECTION 4 – LOCAL EXCHANGE RATES
4.1. BASIC SERVICE RATES AND CHARGES

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.1.	Individual & Multiline Key Flat Rate Service				
	Rate Class A	\$27.25	\$47.00	\$15.05	\$25.00
	Rate Class B	\$25.60	\$47.00	\$13.50	\$25.00
	Rate Class C	\$29.65	\$47.00	\$15.75	\$25.00
	Rate Class D	\$28.00	\$47.00	\$14.20	\$25.00
	Rate Class E	\$32.45	\$47.00	\$16.55	\$25.00
	Rate Class G	\$36.60	\$47.00	\$17.75	\$25.00
	Rate Class I	\$38.40	\$47.00	\$18.25	\$25.00
4.1.2.	Individual & Multiline Key Value Pac				
	Rate Class A	\$28.65	\$47.00	n/a	n/a
	Rate Class B	\$27.00	\$47.00	n/a	n/a
	Rate Class C	\$28.65	\$47.00	n/a	n/a
	Rate Class D	\$27.00	\$47.00	n/a	n/a
	Rate Class E	\$28.65	\$47.00	n/a	n/a
	Rate Class G	\$28.65	\$47.00	n/a	n/a
	Rate Class I	\$28.65	\$47.00	n/a	n/a

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 President
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 Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.3.	PBX Trunk Flat Rate				
	Rate Class A	\$36.25	\$47.00	n/a	n/a
	Rate Class B	\$34.60	\$47.00	n/a	n/a
	Rate Class C	\$38.65	\$47.00	n/a	n/a
	Rate Class D	\$37.00	\$47.00	n/a	n/a
	Rate Class E	\$41.45	\$47.00	n/a	n/a
	Rate Class G	\$45.60	\$47.00	n/a	n/a
	Rate Class I	\$47.40	\$47.00	n/a	n/a
4.1.4.	PBX Trunk Value Pac				
	Rate Class A	\$28.65	\$47.00	n/a	n/a
	Rate Class B	\$27.00	\$47.00	n/a	n/a
	Rate Class C	\$28.65	\$47.00	n/a	n/a
	Rate Class D	\$27.00	\$47.00	n/a	n/a
	Rate Class E	\$28.65	\$47.00	n/a	n/a
	Rate Class G	\$28.65	\$47.00	n/a	n/a
	Rate Class I	\$28.65	\$47.00	n/a	n/a

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 President
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SECTION 4 – LOCAL EXCHANGE RATES, Continued

4.1. BASIC SERVICE RATES AND CHARGES, Continued

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.5.	Individual & Multiline Budget Pac				
	Rate Class A	n/a	n/a	\$11.05	\$25.00
	Rate Class B	n/a	n/a	\$9.50	\$25.00
	Rate Class C	n/a	n/a	\$11.05	\$25.00
	Rate Class D	n/a	n/a	\$9.50	\$25.00
	Rate Class E	n/a	n/a	\$11.05	\$25.00
	Rate Class G	n/a	n/a	\$11.05	\$25.00
	Rate Class I	n/a	n/a	\$11.05	\$25.00
4.1.6.	Individual & Multiline Measured				
	Rate Class A ¹	n/a	n/a	\$11.05	\$25.00
	Rate Class B	n/a	n/a	\$9.50	\$25.00
	Rate Class C	n/a	n/a	\$11.05	\$25.00
	Rate Class D	n/a	n/a	\$9.50	\$25.00
	Rate Class E	n/a	n/a	\$11.05	\$25.00
	Rate Class G	n/a	n/a	\$11.05	\$25.00
	Rate Class I	n/a	n/a	\$11.05	\$25.00

¹ Usage = \$0.02 per minute

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President
234 Copeland Street
Quincy, Massachusetts 02169

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SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.7.	Usage Packages				
	Measured 3 (3 Hour)			\$11.05	
	Measured 6 (6 hour)			\$13.15	
	Measured 9 (9hour)			\$15.25	
4.1.8.	Usage Allowance				
	Measured 3 (3 Hour)			\$3.60	
	Measured 6 (6 hour)			\$7.20	
	Measured 9 (9hour)			\$10.80	

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 President
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SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued4.1.9. Value Pac Measured Usage Charges²

	BUSINESS		RESIDENTIAL	
	First	Add'l.	First	Add'l.
	Minute	Minute	Minute	Minute
CALL AREA DAY RATE (9 am to 9 pm)				
A. Intraexchange EAS	\$0.05	\$0.01	n/a	n/a
B. 0-22 Miles	\$0.05	\$0.01	n/a	n/a
C. 23-30 miles	\$0.05	\$0.01	n/a	n/a
D. 31-40 miles	\$0.05	\$0.01	n/a	n/a
E. 41-55 Miles	\$0.05	\$0.01	n/a	n/a
CALL AREA EVENING RATE (9 pm to 9 am)				
A. Intraexchange EAS	\$0.03	\$0.01	n/a	n/a
B. 0-22 Miles	\$0.03	\$0.01	n/a	n/a
C. 23-30 miles	\$0.03	\$0.01	n/a	n/a
D. 31-40 miles	\$0.03	\$0.01	n/a	n/a
E. 41-55 Miles	\$0.03	\$0.01	n/a	n/a

² The exchange usage charges shown will be discounted based on time of day and day of week originated as specified elsewhere. Local calls to points within the Value Pac customer's exchange are considered intraexchange calls. Local calls to points outside the Value Pac customer's exchange are considered Extended Area Service (EAS) calls and are rated according to airline mileage between the rate center of the originating customer's exchange and the rate center of the called exchange. The method of computing this airline mileage is the same as used for long distance message telecommunications service.

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 President
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SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.1. BASIC SERVICE RATES AND CHARGES, Continued**

		BUSINESS		RESIDENTIAL	
		First	Add'l.	First	Add'l.
		Minute	Minute	Minute	Minute
4.1.10.	Budget Pac Usage				
Peak Hours Measured Usage Charges					
	Area A (Intra-Exchange)	n/a	n/a	\$0.05	\$0.01
	Area B (0 - 22 Miles)	n/a	n/a	\$0.05	\$0.01
	Area C (23 - 30 Miles)	n/a	n/a	\$0.05	\$0.01
	Area D (31 - 40 Miles)	n/a	n/a	\$0.05	\$0.01
	Area E (41 - 55 Miles)	n/a	n/a	\$0.05	\$0.01
Off Peak hours Measured Usage Charges					
	Area A (Intra-Exchange)	n/a	n/a	\$0.03	\$0.01
	Area B (0 - 22 Miles)	n/a	n/a	\$0.03	\$0.01
	Area C (23 - 30 Miles)	n/a	n/a	\$0.03	\$0.01
	Area D (31 - 40 Miles)	n/a	n/a	\$0.03	\$0.01
	Area E (41 - 55 Miles)	n/a	n/a	\$0.03	\$0.01

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Robert T. Hale, Jr.
 President
 234 Copeland Street
 Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued

		BUSINESS	RESIDENTIAL
		MRC	MRC
		NRC	NRC
4.1.11.	Miscellaneous Service Charges		
	Federal Universal Svr Charge		
	Individual Line Factor	\$0.10	\$0.09
	Multiline Factor	\$0.13	\$0.00
	End User Common Line (EUCL)		
	Individual Line	\$6.50	\$6.50
	Multiline Key/PBX Trunk	\$6.66	\$6.66

Total USF assessment for Subscribers is the sum of a two-part calculation:

Part One – Business Line EUCL, preceding, times the Line Factor

Part Two – All Other Services provided to the customer out of this tariff times .095

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SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued

		BUSINESS		RESIDENTIAL	
		Per Call		Per Call	
4.1.12.	Directory Assistance				
	After 1st Call		\$1.25		\$1.25
		MRC	NRC	MRC	NRC
4.1.13.	Directory Listing				
	Additional Listings, each				
	Business	\$6.00	\$10.00	\$1.50	\$5.00
	Shared Telecommunications Service	\$6.00	\$10.00	\$6.00	\$5.00
	Special Reversed Charge Service	\$6.00	\$10.00	\$6.00	\$5.00
	Alternate Listing, each				
	Business	\$6.00	\$10.00	\$1.50	\$5.00

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 President
 234 Copeland Street
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SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.14.	Service Order Charges				
	Other Charges				
	4-Wire Service Arrangement				
	With Installation of Trunk	\$12.50	\$55.00	n/a	n/a
	After Installation of Trunk	\$12.50	\$80.00	n/a	n/a
	Service Order				
	Each Additional Line/Trunk	\$0.00	\$47.00	\$0.00	\$9.55
	Adds or Changes to Service	\$0.00	\$10.00	\$0.00	\$5.00
	Record Order	\$0.00	\$10.00	\$0.00	\$5.00
4.1.15.	Premises Work Charge				
	First 30 Minutes	\$0.00	\$60.00	\$0.00	\$60.00
	Additional 15 Minutes	\$0.00	\$30.00	\$0.00	\$30.00
	Premises Visit Charge	\$0.00	\$25.00	\$0.00	\$25.00

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President

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SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.1. BASIC SERVICE RATES AND CHARGES, Continued**

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.16.	Vertical Features				
	Speed Calling				
	8 Number	\$4.00	\$11.00	\$2.00	\$6.00
	30 Number	\$9.10	\$11.00	\$3.00	\$6.00
	Three-Way Calling	\$4.00	\$11.00	\$3.50	\$6.00
	Call Forwarding				
	Variable	\$5.00	\$11.00	\$3.00	\$6.00
	Busy Line (Expanded)	\$3.00	\$11.00	\$0.25	\$6.00
	Busy Line (External)	\$3.00	\$11.00	n/a	n/a
	Busy Line (Overflow)	\$8.95	\$11.00	\$0.25	\$6.00
	Busy Line (Programmable)	\$8.95	\$11.00	\$1.85	\$6.00
	Don't Answer	\$4.00	\$11.00	\$0.65	\$6.00
	Don't Answer (Expanded)	\$4.00	\$11.00	\$0.65	\$6.00
	Don't Answer (Programmable)	\$4.50	\$11.00	\$2.60	\$6.00
	Don't Answer (overflow)	\$10.45	\$11.00	\$0.80	\$6.00
	Busy Line/Don't Answer	\$5.50	\$11.00	\$0.80	\$6.00
	Busy Line (External)/DA	\$5.50	\$11.00	n/a	n/a
	Call Manager Connection	\$19.95	\$11.00	n/a	n/a
	With Call Waiting	\$19.95	\$11.00	n/a	n/a
	With U S WEST Receptionist	\$19.95	\$11.00	n/a	n/a
	With Call Waiting ID	\$19.95	\$11.00	n/a	n/a
	Call Rejection	\$4.50	\$11.00	\$4.50	\$6.00
	Call Waiting	\$5.50	\$11.00	\$5.50	\$6.00

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.1. BASIC SERVICE RATES AND CHARGES, Continued**

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.16.	Vertical Features, Continued				
	Abbreviated Access (One Digit)				
	Each Shared List	\$20.00	\$11.00	n/a	n/a
	Each Line Arranged	\$0.50	\$11.00	\$0.50	\$6.00
	Abbreviated Access (Two Digits)				
	Each Shared List	\$30.00	\$11.00		
	Each Line Arranged	\$0.50	\$11.00	\$0.50	\$6.00
	Caller ID				
	Name and Number	\$7.95	\$11.00	\$6.95	\$6.00
	Number	\$7.50	\$11.00	\$6.95	\$6.00
	With Privacy +	\$10.95	\$11.00	\$9.95	\$6.00
	Call Transfer	\$6.00	\$11.00	\$6.00	\$6.00
	Continuous Redial	\$3.50	\$11.00	\$3.50	\$6.00
	Dial Call Waiting	\$2.15	\$11.00	\$2.15	\$6.00
	Directed Call Pickup	\$1.00	\$11.00	\$1.00	\$6.00
	Directed Call Pickup w/Barge-In	\$1.00	\$11.00	\$1.00	\$6.00
	Distinctive Alert	\$1.00	\$11.00	\$1.00	\$6.00
	Hot Line	\$2.00	\$11.00	\$2.00	\$6.00
	Last Call Return	\$4.00	\$11.00	\$3.95	\$6.00
	Priority Call	\$3.50	\$11.00	\$3.50	\$6.00
	Remote Access Forwarding	\$7.95	\$11.00	\$5.00	\$6.00

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.16.	Vertical Features, Continued				
	Selective Call Forwarding	\$3.50	\$11.00	\$3.50	\$6.00
	Do Not Disturb	\$3.95	\$11.00	\$3.95	\$6.00
	Dial Lock	\$3.95	\$11.00	\$3.95	\$6.00
	Scheduled Forwarding	\$8.95	\$11.00	\$6.00	\$6.00
	Receptionist				
	With Name & Number	\$13.45	\$11.00	\$12.45	\$6.00
	With Number only	\$13.00	\$11.00	\$12.45	\$6.00
	With Caller ID w Privacy +	\$18.45	\$11.00	\$15.45	\$6.00
4.1.17.	Custom Ringing				
	First Additional Number	\$7.45	\$11.00	\$5.00	\$6.00
	Second Additional Number	\$5.25	\$11.00	\$2.50	\$6.00
	Third Additional Number	\$5.25	\$11.00	\$2.50	\$6.00

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 President
 234 Copeland Street
 Quincy, Massachusetts 02169

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SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued

		BUSINESS		RESIDENTIAL	
		MRC	NRC	MRC	NRC
4.1.18.	Package Services				
	A. <i>CUSTOMCHOICE</i>				
	Regular Package				
	Rate Group A	\$27.70	\$11.00	\$17.90	\$6.00
	Rate Group B	\$31.35	\$11.00	\$20.95	\$6.00
	Rate Group C	\$25.30	\$11.00	\$17.20	\$6.00
	Rate Group D	\$28.95	\$11.00	\$20.25	\$6.00
	Rate Group E	\$22.50	\$11.00	\$16.40	\$6.00
	Rate Group G	\$18.35	\$11.00	\$15.20	\$6.00
	Rate Group I	\$16.55	\$11.00	\$14.70	\$6.00
	Add-Ons				
	Remote Access Forwarding	\$6.95	\$0.00		
	Scheduled Forwarding	\$7.95	\$0.00		
	B. <i>SMARTSET</i>	\$11.95	\$11.00	n/a	n/a
	C. <i>SMARTSET PLUS</i>	\$11.95	\$11.00	n/a	n/a

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 President
 234 Copeland Street
 Quincy, Massachusetts 02169

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SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.1. BASIC SERVICE RATES AND CHARGES, Continued**

	BUSINESS	RESIDENTIAL
	Per Call	Per Call
4.1.19. Per-Use Features		
Call Trace	\$1.55	\$1.55
Continuous Redial	\$0.95	\$0.95
Last Call Return	\$0.95	\$0.95
Three-Way Calling	\$0.95	\$0.95

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President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.1. BASIC SERVICE RATES AND CHARGES, Continued****4.1.20. MTS Usage Rates**

The charge for residence, business, or miscellaneous MTS is determined by the following:

- Time of day and day of week
- Duration of call
- Class of call

The MTS rate for Dial Station-to-Station calls is the sum of the first minute charge plus the additional minute(s) which are billed in tenth of a minute increments.

	BUSINESS		RESIDENTIAL	
	First Min.	Add'l 6 Sec.	First Min.	Add'l 6 Sec.
Station to Station		Day		Day
Mileage	\$0.27	\$0.03	\$0.29	\$0.03
All		Evening/Night/Weekend	Evening/Night /Weekend	
	\$0.27	\$0.03	\$0.19	\$0.02

Day = 8 am to 5 pm, Monday thru Friday

Evening = 5 pm to 11 pm, Monday thru Friday

Night = 11 pm to 8 am, Monday thru Friday, Sat, Sun and Holidays

Issued: October 17, 2003

Effective Date:

Issued By:

Robert T. Hale, Jr.
 President
 234 Copeland Street
 Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued**4.1.21. MTS Miscellaneous³**

	Day		Day
	\$0.29	\$0.03	\$0.29
			\$0.03
	Evening/Night/Weekend		Evening/Night/Weekend
	\$0.27	\$0.03	\$0.27
			\$0.03

Day = 8 am to 5 pm, Monday thru Friday

Evening = 5 pm to 11 pm, Monday thru Friday

Night = 11 pm to 8 am, Monday thru Friday, Sat, Sun and Holidays

³ Applies to operator-assisted calls (including mechanized calling card) and all alternately billed calls. This charge also applies where billing capabilities do not exist to separately identify residence and business customer-dialed station-to-station calls.

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 Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.1. BASIC SERVICE RATES AND CHARGES, Continued

	BUSINESS	RESIDENTIAL
	Per Call	Per Call
4.1.22. Surcharges		
Directory Assistance (1)	\$1.25	\$1.25
Calling Card		
Fully-Automated	\$4.95	\$4.95
Semi-Automated	\$5.50	\$5.50
Operator-Assisted		
Fully-Automated	\$5.50	\$5.50
Semi-Automated	\$3.75	\$3.75
Person-to-Person		
Fully-Automated	\$9.99	\$9.99
Semi-Automated	\$8.24	\$8.24
Operator-Dialed	\$1.00	\$1.00
Pay Telephone charge	\$0.26	\$0.26
4.1.23. Directory Assistance, customer dialed	\$1.25	\$1.25

 Issued: October 17, 2003

Issued By:

Robert T. Hale, Jr.
 President
 234 Copeland Street
 Quincy, Massachusetts 02169

Effective Date:

SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.2. ISDN RATES AND CHARGES

	MRC	NRC
4.2.1. BRI Services		
A. Basic Rate Access Package, Each		
Flat	\$72.00	\$110.00
Rate Stability Plan		
1 Year	\$70.56	\$93.50
2 Years	\$69.12	\$82.50
3 Years	\$67.68	\$55.00
5 Years	\$64.80	N/A
B. Optional Features		
Additional Call Appearances, Each	N/A	\$7.00
Additional PDN, Per Number	\$2.10	\$12.00
Additional SDN, Per Number	\$1.00	\$10.00
Additional Shared Call Appearance, Each	\$1.00	\$10.00
Additional X.25 Logical Channel, Each	N/A	\$12.00
Analog Call Appearance	\$1.00	\$7.00
Call Forwarding Functions for CSD, Per PDN		
Busy Line	N/A	\$10.00
Don't Answer	N/A	\$10.00
Variable	N/A	\$10.00
Call Pickup, Per Number	N/A	\$12.00
Call Identification Blocking, Per PDN	\$0.20	\$8.75
Calling Name Identifications, Per Number	\$2.50	\$10.00

 Issued: October 17, 2003

Issued By:

Robert T. Hale, Jr.

President

234 Copeland Street

Quincy, Massachusetts 02169

Effective Date:

SECTION 4 – LOCAL EXCHANGE RATES, Continued
4.2. ISDN RATES AND CHARGES, Continued

	MRC	NRC
4.2.1. BRI Services , Continued		
B. Optional Features, Continued		
CLASS Features		
Call Rejection, Per PDN	\$0.70	\$8.75
Continuous Redial, Per Terminal	\$0.20	\$8.75
Last Call Return, Per Terminal	N/A	\$14.00
Priority Call, Per Terminal	N/A	\$8.75
Selective Call Forwarding, Per PDN	\$0.55	\$8.75
Key Short Hunt		
Per Group	N/A	\$10.00
Per Number	\$2.00	\$10.00
Non-Standard Configuration Group, Per Button	N/A	\$13.75
Redirecting Number Delivery, Per Number	\$2.00	\$10.00
Series Completion Hunt		
Per Group	N/A	\$10.00
Per Number	\$2.00	\$10.00
Six-Way Conference, Per Terminal	\$0.20	\$15.50
Speed Calling 8 (Variable), Per Terminal	\$1.00	\$10.00
X.25 Fast Select Acceptance, Per Number	N/A	\$7.00
X.25 Reverse Charge Acceptance, Per Number	N/A	\$7.00
MultiLine Hunt for CSD/CSV		
Circular Hunt		
Per B Channel	\$2.00	\$10.00
Per Group	N/A	\$10.00
Regular Hunt		
Per B Channel	\$2.00	\$10.00
Per Group	N/A	\$10.00
UCD Hunt		
Per B Channel	\$8.50	\$10.00
Per Group	N/A	\$20.00

 Issued: October 17, 2003

Effective Date:

Issued By:

 Robert T. Hale, Jr.
 President
 234 Copeland Street
 Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.2. ISDN RATES AND CHARGES, Continued**

	MRC	NRC
4.2.1. BRI Services , Continued		
C. Miscellaneous Charges		
Changes to CSV or CSD Standard Features		
Per Request	N/A	\$10.50
Changes to Basic Rate Access, Per Order	N/A	\$17.00
End User Common Line Charge		
Per B Channel Activated		
Single B Channel	\$6.60	N/A
Multiple B Channels	\$6.60	N/A
PICC, Per BRI	\$0.00	N/A

 Issued: October 17, 2003

Issued By:

 Robert T. Hale, Jr.
 President
 234 Copeland Street
 Quincy, Massachusetts 02169

Effective Date:

SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.2. ISDN RATES AND CHARGES, Continued**

	MRC	NRC
4.2.2. PRI Services		
A. Transport		
Stand alone T1 Facility, Per 24 Channels	\$150.00	\$1,100.00
T1 Facility provisioned on a T3, Per T1 activated	N/A	\$1,100.00
Rate Stability Plan		
3 Years	\$126.90	\$1,100.00
5 Years	\$109.98	\$1,100.00
7 Years	\$108.57	\$1,100.00
10 Years	\$105.75	\$1,100.00

Issued: October 17, 2003
Issued By:

Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

Effective Date:

SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.2. ISDN RATES AND CHARGES, Continued**

	MRC	NRC
4.2.2. PRI Services, Continued		
B. Service Configuration		
23B+D		
Month to Month	\$400.00	\$1,025.00
3 Years	\$340.00	\$1,025.00
5 Years	\$292.00	\$1,025.00
7 Years	\$280.00	\$1,025.00
10 Years	\$280.00	\$1,025.00
24B		
Month to Month	\$400.00	\$1,025.00
3 Years	\$340.00	\$1,025.00
5 Years	\$292.00	\$1,025.00
7 Years	\$280.00	\$1,025.00
10 Years	\$280.00	\$1,025.00
23B+Back-up D		
Month to Month	\$400.00	\$1,025.00
3 Years	\$340.00	\$1,025.00
5 Years	\$292.00	\$1,025.00
7 Years	\$280.00	\$1,025.00
10 Years	\$280.00	\$1,025.00

Issued: October 17, 2003

Effective Date:

Issued By:

Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.2. ISDN RATES AND CHARGES, Continued**

	MRC	NRC
4.2.2. PRI Services		
C. ISDN Trunk Connection, Per B Channel		
Call By Call		
Month to Month	\$23.00	\$81.00
3 Years	\$57.00	\$66.00
5 Years	\$54.00	N/A
Dedicated		
Inward		
Month to Month	\$23.00	\$81.00
3 Years	\$57.00	\$65.50
5 Years	\$54.00	N/A
Outward		
Month to Month	\$23.00	\$81.00
3 Years	\$23.60	\$43.50
5 Years	\$21.60	N/A
2-Way		
Month to Month	\$23.00	\$81.00
3 Years	\$57.00	\$66.00
5 Years	\$54.00	N/A
D. Circuit Switched Data Connection		
23B Data Only Channels	\$583.00	\$1,265.00
24B Data Only Channels	\$608.00	\$1,340.00

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Effective Date:

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Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 – LOCAL EXCHANGE RATES, Continued**4.2. ISDN RATES AND CHARGES, Continued**

	MRC	NRC
4.2.2. PRI Services, Continued		
E. UAS Network Connection, Per DS1 Facility		
Two-Way, In-Only		
Month to Month	\$1,100.00	\$1,200.00
3 Years	\$1,100.00	\$600.00
5 Years	\$1,100.00	N/A
F. Optional Features, per T1		
2B Channel Transfer	\$25.00	\$100.00
ISDN Calling Name Delivery	\$20.00	\$175.00
ISDN Redirecting Number Delivery	\$7.00	\$55.00
G. Miscellaneous Charges		
Change Charges or Rearrangements of Facilities	N/A	\$50.00
Rollover Charge, DS1 to DS3 vacant channels	N/A	\$325.00
Move Charge, per current T1 customer		
Within the same central office	N/A	\$500.00
Outside current central office	N/A	\$1,000.00
End User Common Line Charge		
Per B Channel Activated		
Single B Channel	\$33.30	N/A
Multiple B Channels	\$33.30	N/A
PICC, Per PRI	\$0.20	N/A

Issued: October 17, 2003

Effective Date:

Issued By:

Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 5- LOCAL SERVICE AREA**5.1. LOCAL EXCHANGES**

Exchange access services are provided in limited geographic areas. Exchange access services are available only in local calling areas.

5.2. LOCAL CALLING AREAS

Exchange	RC	Exchange	RC	Exchange	RC	Exchange	RC
Aberdeen	E	Alcester	D	Arlington	C	Belle Fouche	B
Canton-Fairview	C	Cavour	E	Centerville	D	Chamberlain	C
Clearfield	D	Colman	C	Deadwood	E	DeSmet	C
Elk Point	A	Flandreau	C	Gregory	D	Harrisburg	I
Hill City	G	Hudson	D	Huron	E	Iroquois	E
Lake Preston	C	Lead	E	Madison	E	McIntosh	D
Milbank	C	Miller	C	Mitchell	E	Morristown	D
Pierre-Ft. Prre	E	Rapid City	G	Redfield	C	Sioux Falls	I
Spearfish	E	Sturgis	C	Tea	I	Timber Lake	B
Vermillion	C	Viborg	D	Volga - Bruce	C	Watertown	E
Whitewood	E	Witten	D	Yankton	E		

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Effective Date:

Issued By:

Robert T. Hale, Jr.

President

234 Copeland Street

Quincy, Massachusetts 02169

SECTION 6- INTEREXCHANGE SERVICES**6.1. DESCRIPTION OF INTEREXCHANGE SERVICES**

- 6.1.1 Company provides switched and dedicated telecommunications services which allow a customer to establish a communications path between two stations by using uniform dialing plans. Calls are billed in six (6) second increments. A thirty (30) second initial billing minimum is applicable on each call, unless otherwise specified in this tariff.
- 6.1.2 **Granite Switched Access Service** is a switched access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s) network services.
- 6.1.3 **Granite Dedicated Access Service** is a dedicated access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.
- 6.1.4 **Granite Travel Card** is a calling card service enabling Switched Access Service subscribers to place calls from any touch tone phone in the United States. Travel Card calls are billed at the Company's rate and appear on the subscriber's monthly long distance bill.
- 6.1.5 **Directory Assistance** is provided by Granite's underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Granite, except as stated in this tariff.
- 6.1.6. **Operator Assisted Calling Services** - Granite provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to underlying carrier intrastate tariffs on file with the Commission. The Company does not offer alternative operator services to the transient public.

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Issued By:

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President
234 Copeland Street
Quincy, Massachusetts 02169

Effective Date:

SECTION 6- INTEREXCHANGE SERVICES, Continued**6.2. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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Effective Date:

Issued By:

Robert T. Hale, Jr.
President
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 6- INTEREXCHANGE SERVICES, Continued**6.3. INTEREXCHANGE RATES AND CHARGES****6.3.1. Switched and Dedicated Service Charges**

Service charges per account are based on the following schedule:

A. Granite Switched Access Outbound Service

	DAYTIME		EVENING		NIGHT	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
	30 Sec.	6 Sec.	30 Sec.	6 Sec.	30 Sec.	6 Sec.
Intrastate	\$0.0495	\$0.0099	\$0.0495	\$0.0099	\$0.0495	\$0.0099

B. Granite Switched Access Inbound Service

	DAYTIME		EVENING		NIGHT	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
	30 Sec.	6 Sec.	30 Sec.	6 Sec.	30 Sec.	6 Sec.
Intrastate	\$0.0495	\$0.0099	\$0.0495	\$0.0099	\$0.0495	\$0.0099

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Issued By:

Robert T. Hale, Jr.
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234 Copeland Street
Quincy, Massachusetts 02169

Effective Date:

SECTION 6- INTEREXCHANGE SERVICES, Continued
6.3. INTEREXCHANGE RATES AND CHARGES, Continued

6.3.1. Switched and Dedicated Service Charges, Continued

C. Granite Dedicated Access Outbound Service

	DAYTIME		EVENING		NIGHT	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
	30 Sec.	6 Sec.	30 Sec.	6 Sec.	30 Sec.	6 Sec.
Intrastate	\$0.0395	\$0.0079	\$0.0395	\$0.0079	\$0.0395	\$0.0079

D. Granite Dedicated Access Inbound Service

	DAYTIME		EVENING		NIGHT	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
	30 Sec.	6 Sec.	30 Sec.	6 Sec.	30 Sec.	6 Sec.
Intrastate	\$0.0395	\$0.0079	\$0.0395	\$0.0079	\$0.0395	\$0.0079

6.3.2. Granite Travel Card Service

Access charge per call	\$0.50
Rate per minute	\$0.20

6.3.3. Directory Assistance

Rate per access	\$0.85
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 Issued: October 17, 2003

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 President
 234 Copeland Street
 Quincy, Massachusetts 02169

Effective Date:

SECTION 6- INTEREXCHANGE SERVICES, Continued**6.4. INTEREXCHANGE CALLING TIME PERIODS**

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AMto4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PMto10:59 PM	Eve	Eve	Eve	Eve	Eve	Eve	Eve
11:00 PMto7:59 AM	Night	Night	Night	Night	Night	Night	Night

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

6.5. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

Issued: October 17, 2003

Effective Date:

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Quincy, Massachusetts 02169

EXHIBIT E

SENIOR MANAGEMENT EXPERIENCE
(Attached)

GRANITE TELECOMMUNICATIONS, LLC
SENIOR MANAGEMENT BIOGRAPHIES

Robert Hale Jr., President/Chief Executive Officer

Robert Hale, Jr. is the co-founder, president, and chief executive officer of Granite Telecommunications, LLC. Mr. Hale gained previous experience in telecommunications sales through his positions at MCI, US Telecenters (a reseller of NYNEX) and Network Plus, Inc. before he co-founded Granite Telecommunications. Rob has been recognized by industry publications for his leadership in new technologies and was named to the Top 30 of the Most Influential People in Telecom by Phone + Magazine in November 1999. Rob is also very actively involved with the Big Brother Foundation and Make-A-Wish Foundation of Greater Boston.

Robert Hale, Sr., Chairman of the Board

Robert Hale has over thirty-five years of experience in telecommunications, domestics, and importing industries. Prior to co-founding Granite Telecommunications, LLC, Mr. Hale co-founded Network Plus, Inc. and served as its Chairman of the Board of Directors from 1990 to 2002. He is a founding member of the Telecommunications Resellers Association, now known as the Association of Communications Enterprises, served as chairman of its Carrier Committee, since 1993, and served as chairman of its board from 1995 to 1997. Mr. Hale was president of Hampshire Imports, the original importer of Laura Ashley Women's Wear to the US and a manufacturer of exclusive women's apparel, from 1968 to 1992.

Rand Currier, Chief Operating Officer

Rand Currier has over fifteen years experience in telecommunications. Mr. Currier previously worked at Network Plus, Inc. from 1998 to 2002, ending his tenure as Senior Vice President of Operations and Wholesale. Rand was with Sprint International/Global One from 1988 to 1998 directing project management teams on Asia/Pacific ventures and large USA projects. Mr. Currier holds an M.B.A degree in finance and international business from The American University and a B.S. degree from HLC, both with Honors.

Geoff Cookman, Director, Regulatory Affairs and Carrier Relations

Geoff Cookman has 10 years of experience in the competitive communications industry. Mr. Cookman most recently served as the Director of Cost of Access for Network Plus, Inc. Mr. Cookman's areas of experience include, Access Cost Management, Contract Negotiation and Carrier Relations, Network Planning and Engineering, Network Maintenance and Repair, State and Federal Regulatory Affairs, Pricing and Product Management, Sales and Customer Support, DMS Switch Engineering and Translations, Communications Taxes and Credit/Collections Management. Mr. Cookman holds a B.S. degree from Norwich University.

Paul Stutzman, Vice President of Operations

Paul Stutzman has over 15 years of experience in the telecommunications industry. Paul Stutzman has worked with MCI from 1988-1990 and Network Plus from 1990 to 2002, recently serving as Director of Network Services. Mr. Stutzman has extensive experience in the areas of network planning and provisioning, including network capacity management, DMS engineering, long distance backbone development, LSR/ASR/ASOG service, telcordia standards and product management. Mr. Stutzman holds a B.S. degree from Plymouth State College, NH.

GRANITE TELECOMMUNICATIONS, LLC

2873

Vendor ID	Name	Payment Number	Check Date	Document Number	
8625SDAKOTAPUC	South Dakota Public Utilities Commi	00000000000002759	9/22/2003	2873	
Our Voucher Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
091503	9/22/2003	\$250.00	\$250.00	\$0.00	\$250.00

\$250.00 \$250.00 \$0.00 \$250.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Granite
 TELECOMMUNICATIONS
 284 COPELAND ST.
 QUINCY, MA 02169

CITIZENS BANK
 53 STATE ST.
 BOSTON, MA 02169

2873

DATE AMOUNT
 9/22/2003 \$250.00

PAY TO THE ORDER OF
 Two Hundred Fifty Dollars And 00 Cents
 South Dakota Public Utilities Commission

[Signature]

⑈002873⑈ ⑆211070175⑆ 1133852758⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

GRANITE TELECOMMUNICATIONS, LLC

2873

Vendor ID	Name	Payment Number	Check Date	Document Number	
8625SDAKOTAPUC	South Dakota Public Utilities Commi	00000000000002759	9/22/2003	2873	
Our Voucher Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
091503	9/22/2003	\$250.00	\$250.00	\$0.00	\$250.00

\$250.00 \$250.00 \$0.00 \$250.00

TC03-188

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of October 16, 2003 through October 22, 2003

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3201

CONSUMER COMPLAINTS

CE03-003 In the Matter of the Complaint filed by John Reints, Rapid City, South Dakota, against Black Hills Power Regarding its Flat Monthly Charge.

On October 21, 2003, the Commission received a complaint filed by John Reints, Rapid City, South Dakota, against Black Hills Power Regarding its Flat Monthly Charge. The Complainant is requesting that the Commission prevent Black Hills Power from charging its minimum flat monthly fee for service.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 10/21/03
Intervention deadline: N/A

TELECOMMUNICATIONS

TC03-187 In the Matter of the Application of XO Network Services, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On October 16, 2003, XO Network Services, Inc. filed an application seeking a Certificate of Authority to provide local exchange telecommunications services in South Dakota. The Applicant is requesting authority to operate as a CLEC for the entire State of South Dakota, except in those areas serviced by a rural telephone company. The Applicant intends to provide a full array of local exchange services including, but not limited to, basic voice, exchange access, private line and data transmission services.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 10/16/03
Intervention Deadline: 11/07/03

TC03-188 In the Matter of the Application of Granite Telecommunications, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

On October 17, 2003, Granite Telecommunications, LLC filed an application seeking a Certificate of Authority to provide interexchange services throughout South Dakota and local exchange services in the service area currently served by Qwest Communications Corporation. The Applicant intends to provide all forms of local exchange services including, but not limited to, basic local service and CLASS services. The applicant intends to provide switched and dedicated "One Plus," Toll-Free and travel card interexchange services.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 10/17/03
Intervention Deadline: 11/07/03

TC03-189 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between Brookings Municipal Utilities d/b/a Swiftel Communications and Midcontinent Communications.

On October 20, 2003, the Commission received for approval a filing of a Reciprocal Transportation and Termination Agreement between Midcontinent Communications (Midcontinent) and Swiftel Communications (Swiftel). According to the filing, the parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with the 1996 Telecommunications Act which is intended to supersede any previous arrangements between the parties relating to such traffic. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than November 10, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 10/20/03
Initial Comments Due: 11/10/03

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
GRANITE TELECOMMUNICATIONS, LLC. FOR)	CERTIFICATE OF
A CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
INTEREXCHANGE TELECOMMUNICATIONS)	
SERVICES AND LOCAL EXCHANGE)	TC03-188
SERVICES IN SOUTH DAKOTA)	

On October 17, 2003, the Public Utilities Commission (Commission) received an application for a certificate of authority from Granite Telecommunications, LLC (Granite).

Granite proposes to offer facilities-based and resold local exchange and resold intrastate interexchange telecommunications services within Qwest's service area in South Dakota. A proposed tariff was filed by Granite.

On October 23, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of November 7, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled December 2, 2003, meeting, the Commission considered Granite's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, with an effective date of December 17, 2003, subject to rural safeguards, and subject to the condition that Granite not offer prepaid services or require or accept deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that Granite has met the legal requirements established for the granting of a certificate of authority. Granite has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota.

The Commission approves Granite's application for a certificate of authority, subject to rural safeguards, and subject to the condition that Granite not offer prepaid services or require or accept deposits or advance payments without prior approval of the Commission. The certificate of authority for Granite shall authorize it to offer local exchange services in South Dakota, except in those areas served by a rural telephone company. In the future, should Granite choose to provide local exchange services statewide, with respect to rural telephone companies, Granite will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

ORDERED, that Granite's application for a certificate of authority to provide interexchange telecommunications services and local exchange services is granted, effective December 17, 2003, subject to the condition that Granite not offer prepaid services or require or accept deposits or advance payments without prior approval of the Commission; and it is

FURTHER ORDERED, that Granite shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize Granite to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company.

Dated at Pierre, South Dakota, this 17th day of December, 2003.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Melaine Kalbs</u>
Date:	<u>12/19/03</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State of South Dakota

Authority was Granted effective December 17, 2003
Docket No. TC03-188

This is to certify that

GRANITE TELECOMMUNICATIONS, LLC

is authorized to provide interexchange telecommunications services, including local exchange services in nonrural areas in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

This certificate is issued in accordance with SDCL 49-31-3 and 49-31-69 and ARSD 20:10:24:02 and 20:10:32:03, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 17th day of December, 2003.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner